

6118

AGREEMENT
BETWEEN
THE GLOUCESTER COUNTY
BOARD OF SOCIAL SERVICES
AND
THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

Local 1085
Non-Supervisory Unit

July 1, 1994 - June 30, 1997

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The GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union") hereby enter into this agreement for the establishment of salaries, benefits and the enumeration of other terms and conditions of employment.

PREAMBLE

1.1 The Board agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time non-supervisory employees, excluding casual, temporary, seasonal and confidential employees and managerial executives. The job classifications which currently comprise the bargaining unit are listed in Appendix I. Excluded from the bargaining unit are all other classifications, including but not limited to:
Assistant Training Supervisor
Chief Investigator
Child Support Coordinator
Director
Deputy Director
Fiscal Officer
Personnel Assistant
Principal Clerk Stenographer (Confidential)
Property & Resources Supervisor
Training Supervisor
Administrative Secretary, County Welfare Agency
Chief Clerk
Secretary Assistant (Confidential)
Secretary Assistant Stenographer (Confidential)

RECOGNITION

ARTICLE I

to include males and females.

1.4 Whenever titles are used in this agreement, they shall be understood to include the plural as well as the singular and

1.3 If a new classification is established during the term of this agreement and it is not mutually agreed to between the parties for inclusion in the unit above-defined, classification may be sought from PERC by either party.

1.2 Individuals appointed to a permanent bargaining unit position are to be included in the bargaining unit.

ALL ADMINISTRATIVE SUPERVISORS

ALL SUPERVISORS

SENIOR ACCOUNTANT

time subject to the sole approval of the Director or designee.

herein precludes one or more of the employees being granted flex-implentation of flex-time and alternative workweeks. Nothing Union will meet and discuss at mutually convenient times possible 2.4 A committee of representatives of the Board and the implementation.

circumstances, and provided the opportunity to consult prior to change, except in cases of emergency or unforeseen urgent the Union President will be notified four weeks in advance of the the need arises. If an employee's work hours are to be changed, by the Director (or Deputy Director or Director's designee) as 2.3 The working day for employees may be varied or extended part of the staff available to the public at all times.

designee) may arrange the lunch hours of employees so as to have 2.2 The Director (or Deputy Director or Director's voluntary flex-time and job-sharing arrangements.

employees to work alternative workweeks which may include work specified, the Director or Deputy Director may allow by the Director or Deputy Director. Notwithstanding the hours of part-time arrangements of a voluntary nature as may be approved all employees shall be full time, with the exception of special to 4:00 p.m. (which one hour for lunch), Monday through Friday.

2.1 The workweek shall consist of 35 hours, from 8:00 a.m.

HOURS OF WORK AND OVERTIME

ARTICLE II

employee will be required to make up the time and will be placed calculated on a monthly basis. After exceeding 15 minutes, an Each employee, daily lateness will be accumulated and

2.8 Lateness

consist of compensatory time off on an hour-for-hour basis. will be sought. Compensation for serving as skeleton crew shall office during an emergency or other partial closing, volunteers 2.7 Whenever a skeleton crew is necessary to staff the as worked time.

or not, as well as approved unpaid leave, shall be counted purposes of overtime compensation, all paid time, whether worked and shall be scheduled subject to management's approval. For off shall be used during the same pay period whenever possible excesses of the regularly scheduled workweek. Compensation time the Director or his/her designee for authorized overtime hours in at the employee's option, providing there has been approval by at the rate of time and one-half in cash or compensation time off to authorize overtime.

is expressly understood that management reserves the sole right situations the Director may authorize overtime retroactively. It the Director or his/her designee, except that in emergency of agency business. All overtime must be approved in advance by hours (i.e., seven-hour day or 35-hour week) due to the pressure authorized to work in excess of the regularly scheduled working 2.5 Overtime shall be accrued whenever an employee is

call-in turns into the employee's regular shift. reimbursement for travel expenses to and from the job, unless the employee, pay at the appropriate rate, along with of two hours, to his or her next scheduled shift shall be guaranteed a minimum 2.9 CALL-IN PAY. Any employee who is called to work prior more in the aggregate.

(b) He or she is late for an additional 16 minutes or

time; or

(a) He or she is late for six minutes or more at a

in the following cases:

has been placed on notice will be subject to disciplinary action on notice. During the remainder of the month, an employee who

processed up to and including the Social Services Board, and orders applicable to the Social Services Board, which shall be misinterpretation of rules or regulations, existing policy or

(2) Inequitable, improper, unjust application or

referred to as a "contractual grievance" or procedure outlined herein, and which shall hereinafter be terms of this agreement, which is subject to the grievance

(1) A misinterpretation or misapplication of the

there has been:

(a) The term "grievance" shall mean an allegation that

3.2 Definitions

intervention of the Union.

Administration and having the grievance adjusted without the matter informally with any appropriate member of the limiting the right of any employee having a grievance to discuss of fairness. Nothing herein contained shall be construed as contractual obligations, operational regulations and standards be appropriate, consistent with applicable laws, regulations, parties agree that this procedure will be kept as informal as may arise affecting the terms and conditions of employment. The lowest possible level equitable solutions to the problems which the purpose of this procedure is to secure at the

3.1 Purpose

ARTICLE III

GRIEVANCE PROCEDURE

limits may be extended at any step by mutual consent. and processing a grievance initially at a higher step. Time mutually waiving one or more steps of this grievance procedure from agreement. Nothing herein is meant to preclude the parties from of resolving grievances between the parties covered by the following constitutes the sole and exclusive method

3.5 Steps of the Grievance Procedure

shall not present or process grievances. and one Union representative. Organizations other than the Union the time spent presenting a grievance on the part of the grievant there shall be no loss of regular straight-time pay for the grievance procedure set forth herein.

3.4 Presentation of a Grievance

and shall not be entitled to pursue the matter further by means the appellant (i.e., employee and/or Union) shall waive any right division on Civil Rights, court or other forum provided by law, Union on behalf of an employee to the State Merit System Board, In the event an appeal is taken by an employee or the grievance procedure set forth herein.

3.3 Election of Remedies

by name where appropriate. of employees, or the Union. The Union shall identify grievant(s) (b) The term "grievant" shall mean an employee, group grievance."

shall hereinafter be referred to as a "non-contractual

calendar days submit to the Board grievance committee a statement the Director or his/her designee, the grievant may within 10 (a) should the grievant disagree with the decision of

STEP 3

render a decision within seven calendar days after receipt of the grievance shall (b) the Director of Welfare or his/her designee shall

represent by an employee who is the Shop Steward or Local Union grievance shall proceed to Step 3. The grievant may be grievant's immediate supervisor is the Director of Welfare, the

following the determination of Step 1, except that if the complainant within the Director of Welfare within 10 calendar days complained, the grievant shall, in writing and signed, file his/her reacched, the grievant shall, in writing and signed, file his/her

(a) In the event satisfactory settlement has not been

STEP 2

within seven calendar days after receipt of the grievance. (b) The supervisor shall render a decision in writing Steward.

grievant may be represented by an employee who is the Shop determined to constitute an abandonment of the grievance. The failure to act within the said 21 calendar days shall be supervisor within 21 calendar days of the occurrence complained of. Provisions hereof in writing, signed and delivered to his/her

(a) The grievant shall institute action under the

STEP 1

represent an employee before the Department of Personnel. The compelling the Union to submit a grievance to arbitration or to compel the Board's decision.

(b) Nothing in this Agreement shall be construed as agreement beyond Step 3. The Union must file the request for arbitration within 30 calendar days after the receipt of the day shall not be arbitrable or otherwise reviewable under this day may be appealed to arbitration. Suspensions of less than one day of the Department of Personnel, or suspensions of less than one promotion or assignment, or matters within the exclusive province in Section 3.2(a) above) except matters involving appointment, (a) Any unresolved contractual grievance (as defined

STEP 4

officer or the International Union Representative or both.

(b) The grievant may be represented by the Local Union final. The Union shall be notified of the Board's decision. non-contractual grievance, the decision of the Board shall be within render its decision. If the Board's decision involves a the next regularly scheduled meeting, at which time the Board then consider the grievance and the Committee's recommendation at the submission of the aforementioned statement. The Board will grievant or Union representative, within 20 calendar days after the Social Services Board, with a simultaneous copy of the the Committee. The Committee will render its recommendation to and/or the Union representative may request an appearance before the grievant in writing and signed as to the issues in dispute. The grievant

intermediate fraction) shall be subject to advisory arbitration; however, that suspensions of one, two or three days (or any accordance with applicable law and this agreement; provided, grievant or grievants to the extent permitted by and in final and binding on the Social Services Board, the Union and the (e) The decision or award of the arbitrator shall be Association.

with the selection procedures of the American Arbitration maintained by the American Arbitration Association, in accordance with the selection from the panel of arbitrators

2. By selection from the panel of arbitrators Relations Commission; or accordance with the selection procedures of the Public Employment maintained by the Public Employment Relations Commission, in accordance with the selection from the panel of arbitrators

1. By selection from the panel of arbitrators between the parties as follows:

(d) The arbitrator shall be selected by agreement

arbitrable where a statutory right of appeal exists. Department of Personnel directly. No grievance shall be available, the individual shall present his complaint to the rules for which a specific appeal to the Department of Personnel of individual rights specified in Department of Personnel Law and (c) Where the grievance involves an alleged violation and the Union.

arbitration shall be final as to the interests of the grievant arbitration or terminate the grievance prior to submission to arbitration, a decision to request the movement of a grievance to

only. No arbitration decision decisions or awards shall conflict with any law, rulings or regulations having the force of law. This shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

(e) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this agreement, provided such remedy is permitted by law and is consistent with the terms of this agreement, except that he may not make an award which exceeds the Board of Social Services, authority.

(f) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this agreement, provided such remedy is permitted by law and is consistent with the terms of this agreement, except that he may not make an award which exceeds the Board of Social Services, authority.

(g) The arbitrator shall have no authority to add to, subtract from or modify the provisions of this agreement and shall confine his decision solely to the interpretation and application of this agreement.

(h) The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

(i) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

(j) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within 30 calendar days after the close of the hearing.

(k) Grievance resolutions or decisions at steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

4.1 The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly dues. Dues shall be such amount as may be certified to the Board by the Union at least 30 days prior to the deduction of Union dues made pursuant hereto shall be remitted by the Board to the Secretary-Treasurer of the Union by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President.

4.2 All deductions agreed upon in Paragraph A above will be made in compliance with Chapter 310, Public Laws of 1967, made in compliance with Chapter 477, Laws of 1979, and the Representation Fee Rules of the Public Employment return system in accordance with N.J.S.A. 34:13A-5.5 through 5.9.

4.3 For all employees in the bargaining unit who do not pay N.J.S.A. 52:14-15.9(e) as amended.

4.4 The Union shall maintain or establish a demand and shall instead deduct a representation fee as certified by the dues in accordance with Sections 4.1 and 4.2 above, the Board unit, pursuant to Chapter 477, Laws of 1979.

4.4 The Union shall maintain or establish a demand and shall instead deduct a representation fee as certified by the dues in accordance with N.J.S.A. 34:13A-5.5 through 5.9.

RELATIONS COMMISSION APPEAL BOARD.

4.5 It is agreed that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union. The Union shall indemnify and save the Board harmless against any and all claims demands, suits or other forms of liability including reasonable legal and/or "consultation" fees resulting from any of the provisions of this Article or in reliance on any list, notice or assessment furnished under this section.

days in excess of the aforementioned 20 working days.

such date(s) moved forward, that is delayed, by the number of increments or longevity date, as may be appropriate, will have than Union Leave), during the 12-month period preceding their employees with more than 20 working days of unpaid time (other (b) For purposes of increment and longevity payments,

the anniversary occurs.

with the first payroll period following the month during which (a) All increments shall be due and payable effective

the employee is not at maximum of the range as follows: of continuous service prior to his/her anniversary date providing granted to each employee who has satisfactorily completed a year 5.2 Annual merit incremental increases in salary will be

(b)	7-1-95	-	48
(a)	8-1-94	-	48

are as follows:

employees. The salary increases provided for by the agreement week and shall be pro-rated on an hourly basis for part-time in Appendix II. Annual salary figures are based on a 35-hour step-to-step in accordance with the appropriate salary schedules 5.1 Salaries and ranges of employees shall be adjusted

SALARY AND LONGEVITY PAYMENTS

ARTICLE V

Thursdays after 3:00 PM.
 every two weeks. If available, paychecks will be distributed on
 5.5 Paychecks will normally be issued to each employee
 year.

Longevity bonuses shall be paid to eligible employees by separate
 check the week following the first pay day in December of each

Years of Completed Service	Longevity Bonus	20 or more years
15 - 19 years	1,200	1,500
9 - 14 years	\$ 800	

5.4 All employees who as of December 1 of each year have
 completed at least nine years of active service shall be entitled
 to a non-cumulative longevity bonus in accordance with the
 following schedule:

Notwithstanding the above, if an employee is demoted to a title
 less than one increment on the former salary range.
 nearest step of the new range which reflects a decrease of not
 salary range. Any employee who is demoted shall be placed on the
 reflects an increase of not less than one increment on the former
 shall be placed on the nearest step of the new range which
 5.3 Any employee who is promoted to a higher salary range
 reflects an increase of not less than one increment on the former
 salary range. Any employee who is demoted shall be placed on the
 nearest step of the new range which reflects a decrease of not
 less than one increment on the former salary range.

undergraduate course. All grades must be submitted to the maintained at least a C or 2.0 average in the course if it is an submitted a copy of the transcript indicating that the employee has employee seeking reimbursement for work-related courses must course will contribute to the Board in some measurable way. Any clearly indicate that the course is work-related and that the Director. The Director will develop criteria that will 6.2 All courses of this nature must first be approved by any suspension for three or more days.

a satisfactory work record for the preceding 12 months free of educational assistance an employee must be in good standing with employees enrolled in graduate courses. To be eligible for enrolled in undergraduate courses and \$2,000 annually for those to an employee exceed \$1,500 annually for those employees comparable courses. In no event shall the Board's reimbursement shall not exceed the rate charged by Rutgers University for per year and provided further that the tuition reimbursement that no employee shall be reimbursed for more than four courses tuition for courses that are related to work operations provided discretion, the Board may reimburse employees for expenses and employee's course of employment with the Board. At its sole is required to take by the Board or the Director in the 6.1 The Board agrees to pay for any course that an employee

EDUCATIONAL ASSISTANCE

ARTICLE VI

Director and in addition to the grade sheet, actual proof of payment from the institution by the employee must be submitted within a reasonable time.

6.3 Requests for educational assistance shall be submitted prior to the beginning of the course, but in no case later than the month in which the course begins. The Director shall inform the employee of the decision for reimbursement within 30 days after the employee's request has been made. Should the Board be unable to act on the employee's request at the regularly scheduled meeting, the Director will so notify the employee and will respond to the request within 10 days after the next regularly scheduled Board meeting.

6.4 The selection and decision regarding the number of employees to be allowed educational leave shall be the sole determination of management. All requests shall be considered on a case-by-case basis.

lunch, and \$13.50 for dinner.

for meal expenses shall consist of \$5.00 for breakfast, \$6.50 for lodging and meal expenses shall be paid by the Board. Payments to travel on official business away from the office, necessary insurance for such month.

7.3 Subsistence Expenses. Whenever employees are required to travel on official business away from the office, necessary insurance for such month.

business shall receive an additional \$10 dollar reimbursement for automobile in excess of 150 miles in a calendar month on agency employment who are required to use their personal automobile in excess of 150 miles in a calendar month on agency employment.

7.2 Insurance Reimbursement

parking expenses which may be incurred in the course of The Board shall also reimburse employees for necessary tolls and required to use their own vehicles shall be 27¢ per mile effective July 1, 1994, and 28¢ per mile effective July 1, 1995. The mileage reimbursement for employees who are

7.1 Automobile Reimbursement

TRANSPORTATION AND REIMBURSEMENT

ARTICLE VII

bereavement leave beyond the three days provided above; however,

8.2 Employees may request an extension of the period of and shall be pro-rated for part-time employees.

leave days. Such bereavement leave days shall be non-cumulative shall not be charged against any accumulated sick or vacation employee when the employee was a child. Bereavement leave days in the case of an employee, who had such responsibility for the responsibilities to care for and financially support a child or, who are "in loco parentis" include those with day-to-day parents" to an employee when the employee was a child. Persons biological parent or an individual who stands or stands "in loco employee residing in the employee's household. Parent means a the same home as part of the family unit, or any relative of the siblings and step-children who have resided with the employee in grandparents, grandchildren, brother-in-law, sister-in-law, step-in-law or father-in-law, son-in-law or daughter-in-law, spouse, child, foster child, parent, brother or sister, mother-in-law or father-in-law, son-in-law or daughter-in-law, section, "immediate family" shall be defined as the employee's member of his or her immediate family. For purposes of this burial services or participate in religious observances for a time pay to participate in, arrange and/or attend funeral or bereavement leave days per year without loss of regular straight

8.1 Each employee will be entitled to an aggregate of three

BEREAVEMENT LEAVE DAYS

ARTICLE VIII

any days over the permitted leave shall be charged against an employee, as accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay.

8.3 Each employee may utilize one unpaid leave day per year to participate in, arrange and/or attend the funeral of a close friend.

9.1 Full-time employees shall be entitled, in addition to vacation and/or sick leave, personal leave days as follows:

(a) After four months of employment - one day.

(b) After seven months of employment - two days.

(c) After ten months of employment - three days.

9.2 An employee in the first year of employment who completes the fourth, seventh or tenth month of employment in December may carry over one personal day to be taken in January. Except as noted above, personal days may not be carried over from year to year.

9.3 Each request to take a personal leave day shall be submitted to the Director of the Board at least two working days prior to the requested date. The Director may at his/her discretion waive the two working days, notice. The annual leave days shall be pro-rated for part-time employees. Not more than 25% of personnel within a department shall be given personal leave days shall be pro-rated for part-time employees. The same personnel leave day without the express consent of the Director.

PERSONAL LEAVE DAYS

ARTICLE IX

starting time up to the time of the call.

reporting time may be denied sick leave from the employee's usual reporting time on the day of the absence.

(b) Employees who call in sick after the specified employee's starting time on the day of the absence.

in no event later than 8:30 a.m. or one-half hour after the notified promptly as of the employee's usual reporting time, but him or her to sick leave, the appropriate supervisor shall be

(a) If an employee is absent for reasons that entitle

10.2 Reporting of Absence on Sick Leave

one-quarter days per month.

days in every calendar year to be earned at the rate of one and

(c) Thereafter, each employee will be credited with 15 thereof.

each employee will earn one sick day per month, or major fraction

(b) During the remainder of the first calendar year,

24th day of the month will earn one-half sick day.

will earn one sick day; employees who commence work prior to the employees who commence work prior to the 16th day of the month

(a) During the first calendar month of employment,

full-time employees shall earn sick leave on the following basis: personal illness, injury, or exposure to contagious disease.

Paid sick leave may be used in case of an employee's

10.1 Sick Leave Entitlements

SICK LEAVE AND DISABILITY LEAVE

ARTICLE X

arising from, an employee's job, the Board shall provide paid
In case of disability due to injury as a result of, or

10.5 Disability Leave

from year to year.

Leave allowance not used in any calendar year shall accumulate
including pro-rata for part-time employees. Any amount of sick
conformance with applicable Department of Personnel regulations,

The administration of sick leave days shall be in

10.4 Administration of Sick Leave

employees.

will not jeopardize the health of the employee or other
of performing his or her normal duties and that his or her return
such examination shall establish whether the employee is capable
by the employee from a panel of physicians provided by the Board.
to be examined at the expense of the Board by a physician chosen
because of serious illness or injury, before returning to duty,

(b) The Board may require an employee who is absent

action.

case basis. Abuse of sick leave shall be cause for disciplinary
leave, the employee shall be given timely notice on a case-by-
circumstances to verify illness for purposes of granting sick
(a) Should medical evidence be required under

10.3 Verification of Sick Leave

Personnel regulations on the subject.

shall constitute a resignation in accordance with Department of
(c) Absence without notice of five consecutive days

shall be restored to the donor employees on a pro-rata basis. Individual employees may donate up to 15 sick days each, but must retain a balance of at least 30 sick days. No employee shall be subject to correction of any kind in connection with the donation of sick leave, nor may any employee be paid any remuneration for making a donation.

overtime.

the holiday as such. There shall be no pyramidizing of time or time rate for time worked in addition to straight time pay for be paid at the rate of time and one-half the regular straight 11.3 Employees who are required to work on a holiday shall scheduled work day after the holiday.

paid for the employee's last scheduled work day before and first holiday, an employee must be on active pay status and have been 11.2 to be eligible for holiday pay for an unworked 12:00 noon. New Year's Eve will not be considered a holiday other than Friday, it will be considered a holiday commencing at shall be deemed a holiday. If Christmas Eve falls on a weekday of the days enumerated falls on a Saturday, the preceding Friday the Monday next following shall be deemed a holiday. Whenever any whenever any of the days enumerated falls on a Sunday,

Independence Day
Memorial Day
Good Friday
Thanksgiving Day
Lincoln's Birthday
Veterans Day
General Election Day
Washington's Birthday
Martin Luther King's Birthday
Columbus Day
Labor Day
New Year's Day

11.1 Regular holidays shall be as follows:

HOLIDAYS

ARTICLE XI

12.1 Every full-time employee shall be granted the following annual leave for vacation purposes, with pay:

- (a) One working day for each full month of service or major fraction thereof during the first calendar year.
- (b) After the first calendar year of service through five years of service, 12 working days per year.
- (c) After five years of service through 12 years of service, 15 working days per year.
- (d) After 12 years of service through 20 years of service, 15 working days per year.
- (e) After 20 years of service, 25 working days per year.

Vacation allowances for part-time employees will be pro-rated.

12.2 For purposes of computing years of service, employees with more than 20 working days of unpaid time (other than union leave) during the 12-month period preceding their anniversary date, will have such date moved forward, that is delayed, by the number of days in excess of the anniversary date 20 working days.

12.3 Employees shall submit vacation requests to the Director or designated supervisor on form provided by the Board as soon as possible, but not less than two working days in advance. In the event that an emergency situation precludes

VACATION LEAVE DAYS

ARTICLE XII

12.4 If in any calendar year the vacation leave days or any days of absence or parts thereof not granted shall accumulate and part thereof are not granted by reason of pressure of work, such may be carried over to the next succeeding year only.

employee.

If an emergency situation precludes the above time leave.

time notification, then verbal request and approval may be granted for vacation leave days. All such leaves are subject to approval of the director or designee. Such emergency leave may only be used as half-day or full-day blocks. Nothing herein precludes an employee from being released early on a work day with permission and such time charged to vacation leave. In an emergency and such time charged to vacation leave. In an emergency situation beyond the employee's ability to control,无论 of the maximum for half-day or full-day blocks may be granted by the employer.

earliest opportunity. All such leaves are subject to approval by the director or designee. Emergency vacation leave shall be used in half-day or full-day blocks, except that in an emergency situation beyond the employee's ability to control, this may be waived. Nothing herein precludes an employee from being released early on a work day for approved vacation leave.

time leave.

carriers or plans or to self-insure so long as the benefits to be

13.5 The Board reserves the right to change insurance deducted from employees, pay during the month due.

1995. Any premium charges in excess of such maximum shall be September 1, 1994, and thereafter to \$23.00 effective July 1, to be assumed by the Board shall increase to \$22.00 effective maximum of \$18.00 per month for each employee. The maximum cost only, the cost of which shall be paid by the Board up to a

13.4 The Board shall provide dental insurance for employees of the New Jersey State Plan.

Temporary Disability Insurance in accordance with the provisions 13.3 The Board will continue to provide each employee with

each brand-name prescription effective September 1, 1994. shall not exceed \$2.00 for each generic prescription or \$5.00 for coverage (contraceptives excluded), subject to co-payments which 13.2 The Board will furnish each employee with prescription deductible one-half the premium costs through payroll deduction.

than 20 hours per week and elect to receive coverage shall an average of 20 hours or more per week. Employees who work No employee contribution shall be required for employees who work provided through the New Jersey State Health Benefits Program. insurance that is the same as, or equivalent to, the benefits

13.1 The Board will furnish each employee with medical

HEALTH BENEFITS

ARTICLE XIII

result of a Department of Personnel desk audit. The Board is not of a mere rearrangement or reassignment of job duties nor as a vacation. A "vacancy" shall not be deemed to exist as a result each employee shall be permitted to compete for the available vacancies for a period of three full working days; if eligible, posted on a separate bulletin board reserved only for said intended to be filled in new or current positions by notice 15.1 Employees shall be made aware of all internal vacancies

POSTING OF VACANCIES

ARTICLE XV

Department of Personnel Rules and Regulations.
All permanent appointments shall be made in accordance with

PERMANENT APPOINTMENT

ARTICLE XVI

continue this benefit.
Health Benefits Program in 1991, it is the Board's intention to permit. Notwithstanding the Board's withdrawal from the state service, employees, Retirement System or on disability pension shall be permitted to continue his or her medical benefits as if in active service as credited in the retirement system of the public employees, Retirement System or on disability pension shall be provided as outlined to those of the existing service as credited in the retirement system of the public 13.6 Any employee who retires with at least 25 years of plan(s).

provided are substantially equivalent to those of the existing

Board at a regular meeting.

appointment after action is taken on their appointment by the

16.3 All employees will receive a written notice of file in accordance with Department of Personnel regulations.

the Department of Personnel must be retained in the employee's

16.2 Any disciplinary actions which are normally reported to shall be provided with a copy of same.

prior to incorporation into his/her permanent personnel file and will be afforded the opportunity to initial disciplinary material to the inspection of the employee upon request. Each employee

16.1 The employment records of each employee shall be open

PERSONNEL RECORDS

ARTICLE XVI

home address during such leave.

Department of Personnel Promotional Job Announcements to his/her

who makes prior written request shall be mailed a copy of

15.2 An employee on Board approved extended leave of absence select appointees.

precluded from interim appointments and retains sole authority to

leave. Application for any other unpaid leave of absence for the Director may upon written notice to the employee deny the render impossible the accomplishment of Welfare Board work, then the employee's absence from duty on Union business will impede or before leave is to commence. If in the opinion of the Director requests for Union leave will be made at least two working days rank and file and supervisory bargaining unit employees. All available. [Such leave shall be available for utilization by both additional 35 days unpaid leave annually shall also be made leave may be granted to all employees for Union activities. An 18.1 During any calendar year, a total of ten days paid

UNION ACTIVITIES

ARTICLE XVIII

participation in legal union activities.

armed forces obligation or participation in or lack of disabilities, affectional or sexual orientation, familial status, origin, ancestry, sex, marital status, age, religion, against or harassed on the basis of race, creed, color, national rights of citizenship and no employee will be discriminated and to the extent required by statute, each employee has all the Union and Employer both agree that in accordance with

NON-DISCRIMINATION

ARTICLE XIX

Union business will be considered on a case-by-case basis by the Board.

18.2 The Local President or designee shall be permitted to address orientation sessions for new employees for a maximum of 20 minutes.

18.3 The Board agrees to maintain a Union bulletin board in a convenient location.

19.1 The Board will approve or disapprove, on a case-by-case basis, all written requests for leaves of absence for medical, educational or other purposes such as personal growth and enrichment. All such leaves shall be unpaid unless payment is specifically authorized by statute or required by this Agreement. Requests for leaves of absence shall be submitted in writing and shall be granted or denied in writing.

19.2 Employees who are summoned for jury duty in any state or federal court shall be excused from work on such days without loss of pay, except that pay shall be reduced by the per diem jury fee received by the employee.

REQUESTS FOR LEAVE

ARTICLE XIX

20.1 Accrued sick leave may be used when necessary for attendance upon any member of the employee's immediate family who is ill. For purposes of this section, the immediate family shall be deemed to include the employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, in-law, and other relatives residing in the employee's household.

20.2 An employee seeking leave for childbirth, adoption, or foster care shall request such leave from the Director at least 30 days prior to the commencement of the leave, except when emergency circumstances warrant shorter notice.

20.3 Up to eight weeks of accrued sick leave may be utilized by a female employee in case of childbirth beginning up to four weeks before delivery and continuing up to six weeks after delivery (or longer in case of documented disability).

20.4 Up to four weeks of accrued sick leave may also be used by either male or female employees for purposes of child care within the six-month period following the birth of a child or following the adoption of a child under six years of age.

20.5 The granting of leaves under this Agreement shall be in compliance with state Family Leave Act and the Federal Family and Medical Leave Act in effect as of July 1, 1994. Employee health

FAMILY LEAVE

ARTICLE XX

commencing with the 16th day.

in which case the employee will receive the appropriate pay for an aggregate of 16 or more working days in a calendar year,

(b) the employee has been assigned to the higher job assignment, or

the appropriate pay retrospectively to the first day of such consecutive working days, in which case the employee will receive the appropriate pay retrospectively to the first day of such consecutive working days, in which case the employee will receive

(a) the assignment is for a period of five or more months promoted to said job title under the following circumstances:

paid on the same basis as though said employee was professionally outside of his/her job classification, then the employee will be assume a total higher job, provided that the higher job is

21.2 In the event an employee is directed in writing to transfers and assignments shall be followed.

21.1 The mandates of the Department of Personnel concerning

TEMPORARY JOB ASSIGNMENT

ARTICLE XXXI

benefits shall be continued by the Board for a minimum of 12 weeks during any qualifying leave under these statutes.

equipment, to contract out for goods and services, to decide the the introduction and use of new and improved methods and

(b) To make rules of procedure and conduct including by the Board.

efficient manner possible as may from time to time be determined

personnel, methods and means of the most appropriate and facilities and activities of its employees by utilizing control of the Board of Social Services and its properties and

(a) The executive management and administrative

rights:

without limiting the generality of the foregoing, the following

State of New Jersey and of the United States, including, but signing of this Agreement by the Laws and Constitution of the responsibilities conferred upon and vested in it prior to the without limitation, all powers, rights, authority, duties and

23.1 The Board hereby retains and reserves unto itself,

MANAGEMENT RIGHTS

ARTICLE XXXII

regularly performs translating duties.

worker, Specialist, or Social Worker with a bilingual variant who additional compensation to any Income Maintenance Technician, The Board shall pay the sum of \$300 every January as

SPECIAL PAYMENTS

ARTICLE XXXI

of policies, rules, regulations and practices and the furtherance authority, duties and responsibilities of the Board, the adoption

23.2 In the exercise of the foregoing powers, rights,

consulted 120 days in advance.

other legitimate business reasons, provided the Union is employees covered by this agreement for reasons of economy or

(g) To subcontract any of the work performed by

reason.

would be inefficient and non-productive or for other legitimate or funds or under conditions where continuation of such work (f) To lay off employees in the event of lack of work

just cause according to law.

appropriate disciplinary action against any employee for good and (e) To suspend, demote, discharge or take any other

and transfer employees.

conditions of continued employment, or assignment, and to promote provisions of law, to determine their qualifications and (d) To hire all employees, and subject to the

employees is recognized.

thereof to the employees and to require compliance by the and/or the effective operation of the Board after advance notice to time deem best for the purposes of maintaining order, safety amend such reasonable rules and regulations as it may from time (c) The right of management to make, maintain and

sole charge of the quality and quantity of the work required.

number of employees needed for any particular time and to be in

thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereto are in conformance with the Constitution and express terms hereto are in conformance with the Constitution and laws of New Jersey and of the United States.

23.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

24.1 The Union agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanctify, assist or support, nor will any of its members take part in any strike, work stoppage, slow-down, sick-out, walkout or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the Board during the term of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

24.2 Nothing contained in this Agreement shall be construed to eliminate or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

WORK CONTINUITY

ARTICLE XXXIV

25.1 The Union will designate one representative to deal with the Director of the Board of Social Services, said representative to act as liaison between the Board and the Union concerning management and/or employee problems.

25.2 The Union representative shall contact the Board of Social Services Director and request that meetings be set up as needed and as convenient to the schedule of the Director to discuss any problems of concern to the Union representative. If in the opinion of the Director (or designee) it is mutually beneficial to meet on work time, then the employee shall suffer no loss in pay.

UNION REPRESENTATIVES

ARTICLE XXV

respect.

26.1 The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship is based on mutual trust and improves, the employer and the Union and their constituents and representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistently with the Union's status as exclusive bargaining representative of all employees covered by this contract and management's role as the Employer.

26.2 It is further understood that every employee, supervisor, manager and Board member shall be treated in accordance with accepted standards of decency, courtesy and

RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

ARTICLE XXXI

The Board shall make a lump sum payment to eligible employees covered by this agreement who retire from the public Employee Retirement System, to be computed at the rate of one-half their daily rate of pay for each day of earned and unused accumulated sick leave. The daily rate of pay shall be based upon the average annual compensation received during the last year of employment prior to the effective date of retirement. In no event shall such payment exceed \$12,000.

RETIREMENT

ARTICLE XXVII

28.1 No employee shall be terminated, suspended or fined without just cause. It is expressly understood that all employees are obligated to comply conscientiously with all rules and regulations promulgated by the Employer, provided only that such rules and regulations do not conflict with the expressed provisions of the Agreement.

28.2 The concept of progressive discipline shall be applied whenever practicable as a corrective measure in the event of disciplinary infractions. It is understood, however, that some violations may be so serious as to warrant termination for the first offense.

28.3 Any employee is entitled to have upon request Union representation in any departmental hearing and/or Department of Personnel hearing. Whenever an employee has reasonable suspicion to believe that he or she is to be suspended, discharged or fined, then the employee shall be entitled to a Union representative at such disciplinary meeting or an investigatory interview. It is understood that when the purpose of a meeting is to provide counseling, information or instruction, then representation is not required.

28.4 The Union shall be notified of all disciplinary actions involving written reprimands or greater for employees in the bargaining unit.

DISCIPLINE

ARTICLE XXVII

29.1 Health and Safety Committee

(a) There shall be a Health and Safety Committee composed of a maximum of three members selected by the Employer and three selected by the Union.

(b) Such Committee shall meet at times of mutual convenience outside of the work day to discuss substantive problems that may arise from time to time regarding any health and safety concerns pertaining to the bargaining units.

(c) Notching herein precludes the possible need for discussions and resolution of imminent and potentially dangerous situations during working hours.

29.2 Annual visitation screening will be provided by the Board for Data Entry Machine Operators, Senior Data Entry Machine Operators, Principal Data Entry Machine Operators and other operators, employees who regularly operate VDT equipment in excess of 50% of their work time.

HEALTH AND SAFETY

ARTICLE XXX

30.1 Each employee shall be evaluated in writing at least once per year or more often as management may deem necessary or as required by Department of Personnel Rules and Regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

30.2 Employees shall be informed of evaluation criteria as soon as developed by the Agency and informed of any subsequent changes in evaluation criteria.

30.3 The completed evaluation shall be shown to the employee for review and such employee shall affix his/her signature for signature shall not indicate agreement or disagreement with the contents of the evaluation. A copy will be furnished to the manager who shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

30.4 As part of the evaluation process, the supervisor or employee concerned.

30.5 If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the may determine shall reside with the Director (or with the Board grievance procedure except that the final and binding 30.6 Appeal of the evaluation may be made through the official record.

detention shall

EVALUATIONS

ARTICLE XXX

30.10 If such increment is withheld, then a follow-up evaluation shall be provided within six to eight months after the previous evaluation that was the basis for withholding of increments. If the follow-up evaluation reflects satisfactory increments. If the follow-up evaluation reflects unsatisfactory increments, then the increment shall be provided within six months from the date the withheld increment would have been paid.

30.8 Where an employee is to be evaluated, and such evaluation results in increment withholding, then such evaluation shall be provided no less than 45 days prior to such negative action nor more than 90 days prior to the event.

30.9 Evaluations used for the purpose of granting or withholding increments shall be based on a 12 month period of

If the Director is the evaluator. If an increment is withheld as a result of such evaluation(s), then a grievance arises from the grievance procedure to the Board which shall make a final and binding determination. Board which shall make a final and binding determination. 30.7 If the evaluation is a primary or contributing factor in future adverse action (i.e. demotion, separation, etc.) the employee shall have such hearing rights as are provided by the Department of Personnel.

Department of Personnel, or if compliance with or enforcement of
jurisdiction, including but not limited to the New Jersey
invalid by operation of law or by any tribunal of competent
33.1 If any provisions of this Agreement should be held

SEPARABILITY AND SAVINGS

ARTICLE XXXIII

intentional wrongdoing.
or did not constitute fraud, malice, willful misconduct or
by the employee upon which the damages are based are not criminal
employment, if, in the opinion of the Board, the acts committed
state or federal law arising out of the employee's scope of
damages resulting from any tort claim or any civil violation of
32.1 Tort Claim - The Board will indemnify an employee for

INDEMNIFICATION

ARTICLE XXXII

union as authorized by N.J.S.A. 40A: 9-17.
employee upon written request to be paid to an appropriate credit
31.1 The Board agrees to make payroll deductions for any

CREDIT UNION CHECKOFF

ARTICLE XXXI

34.1 The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this agreement represents the complete and final understanding and settlement by the parties of all bargainsable issues which were or could have been the subject of negotiations.

34.2 Following the execution of this agreement, the parties shall reopen negotiations concerning the establishment of flex-time and alternative employee health benefits. The parties also agree to negotiate flexible spending accounts for employees and the waiver of workweeks as set forth in Section 2.4.

34.3 On or about April 1, 1996, the parties shall reopen negotiations concerning salary increases and liability for payment of dental plan premiums during the final year of this agreement, commencing July 1, 1996.

FULLY-BARGAINING PROVISIONS

ARTICLE XXXIV

any provisions should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be nonoperative, but all other provisions not affected thereby shall continue in full force and effect.

COMMUNICATIONS WORKERS OF AMERICA GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES AFL-CIO

COMMUNICATIONS WORKERS OF AMERICA GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES AFL-CIO

hands and seals this day of , 1994.

IN WITNESS WHEREOF, the parties have hereunto set their

on or about April 1, 1997.

35.2 Negotiations over a successor agreement shall commence

Special continue through June 30, 1997.

35.1 This Agreement shall be effective July 1, 1994 and

DISPUTATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

ARTICLE XXXV

06	Account Clerk	Accountant Clerk, Typing
07	Accountant	Buillding Maintenance Worker/Messenger
05	Clerk	Clerk
06	Clerk Typist	Clerk Typist
07	Clerk Typist/Interpreter	Clerk Typist/Interpreter
07	Coodinator for Federal and State Aid	Date Entry Machine Operator
06	Employment Specialist	Employment Specialist
12	Income Maintenance Aid	Income Maintenance Aid
14	Income Maintenance Worker	Income Maintenance Worker
17	Income Maintenance Worker, Bilingual in Spanish & English	Income Maintenance Worker, Bilingual in Spanish & English
19	Income Maintenance Specialist	Income Maintenance Specialist, Bilingual in Spanish & English
19	Income Maintenance Specialist	Income Maintenance Specialist
20	Income Maintenance Specialist	Income Maintenance Specialist
20	Principial Clerk	Principial Clerk Typist
23	Principial Clerk Typist	Principial Clerk Typist
24	Principial Data Entry Machine Operator	Principial Data Entry Machine Operator
27	Secretarial Assistant (Non-Confidential)	Secretarial Assistant Clerk, Typing
27	Senior Account Clerk, Typing	Senior Account Clerk, Typing
20	Senior Building Maintenance Worker	Senior Building Maintenance Worker
10	Senior Clerk	Senior Clerk
08	Senior Clerk Transcriber	Senior Clerk Transcriber
10	Senior Clerk Typist	Senior Clerk Typist
09	Senior Clerk Typist	Senior Clerk Typist
10	Senior Data Entry Machine Operator	Senior Data Entry Machine Operator
22	Senior Investigator, County Welfare Agency	Senior Investigator, County Welfare Agency
10	Senior Receptionist, Typing	Senior Receptionist, Typing
09	Senior Social Worker	Senior Social Worker
14	Social Service Technician	Social Service Technician
08	Social Service Aide	Social Service Aide
10	Senior Telephone Operator	Senior Telephone Operator
09	Senior Receptionist, Typing	Senior Receptionist, Typing
10	Senior Social Worker	Senior Social Worker
19	Social Worker	Social Worker
20	Supervising Account Clerk Typing	Supervising Account Clerk, Typing
27	Supervising Clerk	Supervising Clerk
16	Telephone Operator	Telephone Operator
07	Accountant	Accountant

GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES

Salary Chart

Effective Date: August 1, 1994

INC-%	1	2	3	4	5	6	7	8
754.76	15095.28	15850.04	16604.80	17359.57	18114.33	18869.09	19623.86	20378.62
792.50	15850.04	16642.54	17435.04	18227.54	19020.04	19812.55	20605.05	21397.55
832.13	16642.54	17474.67	18306.80	19138.93	19971.05	20803.18	21635.31	22467.43
873.73	17474.67	18348.40	19222.13	20095.87	20969.60	21843.33	22717.07	23590.80
917.42	18348.40	19265.82	20229.11	21192.40	22155.69	23118.98	24082.27	25045.56
963.29	19265.82	20229.11	21192.40	22155.69	23118.98	24082.27	25045.56	26008.85
1011.46	20229.11	21240.56	22302.59	23364.61	24426.64	25488.67	26550.70	27612.73
1062.03	21240.56	22302.59	22252.02	23263.47	24274.93	25286.39	26297.84	27309.30
1115.13	22302.59	23417.71	24532.84	25647.97	26763.10	27878.23	28993.36	30108.49
1170.89	23417.71	24588.60	25759.48	26930.37	28101.25	29272.14	30443.02	311613.91
1229.43	24588.60	25818.03	27047.46	28276.89	29506.32	30735.75	31965.18	33194.60
1290.90	25818.03	27108.93	28399.83	29690.73	30981.63	32272.53	33563.43	34854.34
1355.45	27108.93	28464.37	29819.82	31175.27	32530.71	33886.16	35241.60	36597.05
1423.22	28464.37	29887.59	31310.80	32734.02	34157.24	35580.46	37003.68	38426.90
1494.38	29887.59	31381.96	32876.34	34370.72	35865.10	37359.48	38853.86	40348.24
1569.10	31381.96	32951.06	34520.16	36246.17	37893.72	39541.27	41188.82	42836.38
1647.55	32951.06	34598.61	36328.54	38058.47	39788.40	41518.33	43248.26	44483.93
1729.93	34598.61	36328.54	38144.97	39961.40	41777.82	43594.25	45410.68	47227.10
1816.43	36328.54	38144.97	39961.40	41777.82	43594.25	45410.68	47227.10	49043.53
1907.25	38144.97	40052.22	41959.47	43866.72	4573.97	47681.22	49588.47	51495.72

Effective Date: July 1, 1995

Salary chart

GLoucester County Board of Social Services

INC=5% 1 2 3 4 5 6 7 8

5	784.95	15699.09	16484.04	17269.00	18053.95	18838.90	19623.86	20408.81	21193.77
6	824.20	16484.04	17308.24	18132.44	18956.64	19780.85	20605.05	21429.25	22253.45
7	865.41	17308.25	18173.66	19039.07	19904.48	20769.89	21635.31	22500.72	23366.13
8	908.68	18173.65	19082.33	19991.02	20899.70	21808.38	22717.07	23625.75	24534.43
9	954.12	19082.33	20036.45	20990.57	21944.68	22898.80	23852.92	24807.03	25761.15
10	1001.82	20036.45	21038.27	22040.09	23041.92	24043.74	25045.56	26047.38	27049.20
11	1051.91	21038.27	22090.19	23142.10	24194.01	25245.93	26297.84	27349.75	28401.67
12	1104.51	22090.18	23194.69	24299.20	25403.71	26508.22	27612.73	28717.24	29821.74
13	1159.73	23194.69	24354.42	25514.42	26673.89	27833.63	28993.36	30153.10	31312.83
14	1217.72	24354.42	25572.14	26789.86	28007.58	29225.30	30443.02	31660.75	32878.47
15	1278.61	25572.14	26850.75	28129.35	29407.96	30686.57	31965.18	33243.78	34522.39
16	1342.54	26850.75	28193.29	29535.82	30878.36	32220.90	33563.43	34905.97	36248.51
17	1409.66	28193.28	29602.95	31012.61	32422.28	33831.94	35241.60	36651.27	38060.93
18	1480.15	29602.94	31083.09	32563.24	34043.38	35523.53	37003.68	38483.83	39963.97
19	1554.15	31083.09	32637.24	34191.40	35745.55	37299.71	38853.86	40408.02	41962.17
20	1631.86	32637.24	34269.10	35900.96	37532.82	39164.69	40796.55	42428.41	44060.27
21	1713.46	34269.10	35982.56	37696.01	39409.47	41122.92	42836.38	44549.83	46263.29
22	1799.13	35982.55	37781.68	39580.81	41379.94	43179.06	44978.19	46777.32	48576.45
23	1889.08	37781.68	39670.77	41559.85	43448.94	45338.02	47227.10	49116.19	51005.27
24	1983.54	39670.77	41654.31	43637.85	45621.39	47604.93	49588.47	51572.01	53555.54